

CH2M HILL HANFORD GROUP, INC.
MATERIAL GENERAL PROVISIONS
Firm Fixed Price Contract Type

October 13, 2003
Rev. 2a

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SUBCONTRACT FLOW-DOWN REQUIREMENTS

SUBCONTRACTOR shall bind all lower-tier subcontractors, regardless of tier level, to the Provisions of this Subcontract where indicated with an asterisk (*) as a required flow-down or as stated in the clause text.

DEFINITIONS

Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.

Buyer – The term Buyer means the CH2M HILL Hanford Group, Inc. (CH2M HILL) designated Procurement Representative.

Government – the term Government shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.

Lower-Tier Subcontractors - the term “lower-tier subcontract” includes purchase orders and rental agreements for materials or equipment, and other services not performed by the SUBCONTRACTOR under this Subcontract agreement.

SUBCONTRACTOR – The term SUBCONTRACTOR means the individual or entity that has entered into this Subcontract with CH2M HILL.

Subcontract – The term Subcontract shall mean this Subcontract between CH2M HILL Hanford Group, Inc. (CH2M HILL) and SUBCONTRACTOR. This will also include task orders and releases under the Subcontract.

Services – The term services shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by SUBCONTRACTOR and its lower-tier subcontractors under this Subcontract.

ARTICLE 1.0 SUBCONTRACT TYPE

This a Firm Fixed Price (FFP) contract, which provides a price that is not subject to any adjustment on the basis of the cost experience in performing the Subcontract, unless a supportable change request is incorporated per the provisions of this

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Subcontract agreement. This Subcontract places full responsibility upon the SUBCONTRACTOR for all costs and resulting profit or loss.

ARTICLE 2.0 ORDER OF PRECEDENCE

In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the 'Subcontract'), the following order of precedence shall govern resolution: (i) Buyer's written Subcontract/Purchase Order, modifications, direction, and instructions; (ii) Special Provisions (iii) Material Provisions, (iv) Statement of Work, (v) Technical Instructions, including drawings, exhibits and attachments, and applicable standards; and (iv) other documents identified as being part of the Subcontract.

Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the 'Laws'). In the event of a conflict with Laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and Laws shall govern. All remaining terms unaffected by said Laws should continue in force.

ARTICLE 3.0 TERMS OF PAYMENT

The following process shall be used on all invoices submitted to CH2M HILL Hanford Group, Inc. (CH2M HILL). Failure to do so may result in delayed payment or returned invoice.

3.1 General Invoice Requirements

Original invoices shall be submitted to the address below, the SUBCONTRACTOR shall prepare all invoices in a form satisfactory to and approved by CH2M HILL. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by CH2M HILL of a proper invoice. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check or electronic transfer as may be agreed upon.

- Submittal of an invoice constitutes SUBCONTRACTOR's certification that materials, work, and/or services have been provided, and invoiced amounts are in accordance with the Subcontract provisions.
- Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.
- Invoices must be submitted in a format that reconciles to the Subcontract's Compensation (Billing) Schedule.
- Each Subcontract must be invoiced separately.
- The invoice must clearly & legibly identify the SUBCONTRACTOR's name and invoice number, as well as Subcontract, Subcontract Release, or Purchase Order Number.
- Each invoice shall include the name and telephone number of the SUBCONTRACTOR's representative available to respond to invoice questions.
- Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- Questions or requests for exceptions shall be addressed to the CH2M HILL Buyer administering the Subcontract or Purchase Order.
- Cash discounts will apply from the date a correct, properly supported invoice is received by CH2M HILL, or the date the goods are received, whichever is later.
- The SUBCONTRACTOR must indicate the **quantity, unit description, and unit price** for each item listed on an invoice.
- Invoices that include a total freight charge that is equal to or greater than \$50.00 must include a copy of the freight bill. If the carrier is UPS, the SUBCONTRACTOR must provide the weight, quantity, and shipping point.

The SUBCONTRACTOR shall submit an original invoice and supporting documentation to the Buyer's Accounts Payable organization at the address below:

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Email electronic invoices to: ch2m_ap_invoices@rl.gov
Accounts Payable - Mail Stop: H6-09
P.O. Box 1500
Richland, WA 99352

3.2 Liens

SUBCONTRACTOR will promptly pay for all services, labor, materials, and equipment used or employed in the Work and will maintain the materials, equipment, structures, buildings, and premises, free and clear of mechanics or other liens. SUBCONTRACTOR will, upon completion of the Work and before final payment is due, furnish CH2M HILL, on a form CH2M HILL may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

3.3 Taxes

The SUBCONTRACTOR is not obligated to collect Washington State sales or use tax from the Buyer per tax exemption number 601-740-506. All other Federal, State, county, municipal or other taxes not excluded by the Washington State Department of Revenue Resale Certificate must be included in the Subcontract amount. If as a result of this Subcontract the SUBCONTRACTOR becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall take such tax credit and assign such tax credit to the Buyer. The SUBCONTRACTOR shall fully cooperate with Buyer in any tax audits or any tax assessment reviews or challenges.

3.4 Right to Offset

CH2M HILL, without waiver or limitation of any rights or remedies of CH2M HILL, shall be entitled from time to time to deduct from any amounts due or owing by CH2M HILL to SUBCONTRACTOR in connection with this Subcontract (or any other Subcontract with CH2M HILL), any and all amounts owed by SUBCONTRACTOR to CH2M HILL or the Government in connection with this Subcontract.

3.5 Interest Payment

No interest is payable to SUBCONTRACTOR for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment, and then only from the date of the entry of judgment.

ARTICLE 4.0 OBLIGATIONS OF SUBCONTRACTOR

4.1 Independent SUBCONTRACTOR

SUBCONTRACTOR is an independent SUBCONTRACTOR and shall maintain complete control of and responsibility for its employees, lower-tier subcontractors, and agents. SUBCONTRACTOR shall also be solely responsible for the means and methods for carrying out the Scope of Work and for the safety of its employees. Nothing contained in this Subcontract will create any Subcontractual relationship between Government and SUBCONTRACTOR.

4.2 Buyer Authorization *

SUBCONTRACTOR shall not further Subcontract performance of all or any portion of the Work under this Subcontract without first notifying CH2M HILL and obtaining CH2M HILL's written acceptance of the lower-tier subcontracting and the lower-tier subcontractor.

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4.3 Right of Access

CH2M HILL, its Clients, or agents shall have the right to inspect and evaluate SUBCONTRACTOR's facilities at any time during the procurement process, from Subcontract award through final payment. CH2M HILL, its Clients, or agents shall have the right of access to sub-tier subcontractors and suppliers for the purpose of verifying the quality of their work. Access to sub-tier subcontractors and suppliers shall be coordinated through the SUBCONTRACTOR and verification may be performed jointly with the SUBCONTRACTOR.

4.4 SUBCONTRACTOR Responsibility*

SUBCONTRACTOR agrees that it is as fully responsible to CH2M HILL for the acts and omissions of its lower-tier subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBCONTRACTOR. SUBCONTRACTOR shall not be relieved of its responsibility for the Work by virtue of any lower-tier subcontracts it may place regardless of CH2M HILL's acceptance of such lower-tier subcontract.

The SUBCONTRACTOR is responsible for the quality of work, material, and equipment supplied under the term of this subcontract. The SUBCONTRACTOR shall be responsible for assuring that all lower-tier subcontractors and suppliers implement adequate quality and process control commensurate with importance to safety, cost, schedule, and success of the program, of the products supplied or services rendered. All applicable technical and quality requirements imposed by this subcontract shall be flown down to lower-tier subcontractors through appropriate procurement documents. The SUBCONTRACTOR retains the responsibility for the quality of all work, material, and equipment provided by sub-tier suppliers and subcontractors.

The SUBCONTRACTOR shall hold a pre-fabrication conference with CH2M HILL prior to starting fabrication of items by SUBCONTRACTOR and/or its lower-tier subcontractors or suppliers.

Nothing contained in this Subcontract will be construed to create any contractual relationship between any lower-tier subcontractor and CH2M HILL or Government.

4.5 SUBCONTRACTOR Certification*

SUBCONTRACTOR will provide certification that the lower-tier subcontractor has the necessary permits and licenses for the Work proposed. SUBCONTRACTOR guarantees that its lower-tier subcontractors will comply fully with the terms of this Subcontract applicable to the portion of the Work performed by them. If any portion of the Work, which has been subcontracted by SUBCONTRACTOR, is not performed in accordance with this Subcontract, on request by CH2M HILL, the lower-tier subcontractor will be replaced at no additional cost to CH2M HILL and will not be employed again on the Work.

4.6 SUBCONTRACTOR Assignment*

SUBCONTRACTOR shall include a provision in every lower-tier subcontract that authorizes assignment of such lower-tier subcontracts to CH2M HILL or the Government without requiring further consent from such lower-tier subcontractor.

4.7 SUBCONTRACTOR Communications*

CH2M HILL shall have the right from time to time to contact SUBCONTRACTOR's lower-tier subcontractors, upon notification of the SUBCONTRACTOR, to discuss their progress.

4.8 Organizational Conflicts of Interest*

SUBCONTRACTOR warrants that, to the best of his knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest during performance of work under this Subcontract, or that SUBCONTRACTOR has disclosed all such relevant information to Buyer prior to award of this Subcontract.

4.9 Warranties*

SUBCONTRACTOR warrants that all supplies and services provided under this Subcontract shall conform to the Statement of Work and/or specification included in this Subcontract. SUBCONTRACTOR further warrants that all supplies provided as part of the services shall be merchantable and fit for their intended purposes; new, not refurbished or reconditioned; preserved,

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packaged, marked and prepared for shipment in a manner conforming to the requirements of applicable law and regulation and this Subcontract; and of an even kind, quality and quantity within each unit and among all units.

These warranty obligations shall survive for one (1) year after acceptance of the supplies or the completion of the services performance hereunder unless a longer warranty period is called for in any writing including, without limitation, specifications, drawings or proposals furnished by or to CH2M HILL. CH2M HILL shall notify SUBCONTRACTOR of any warranty claim within thirty (30) days after discovering the defect giving rise to such claim.

SUBCONTRACTOR shall bear all costs and risk for correction or replacement of defective supplies or services, and in the case of supplies, for the cost of returning the defective supplies to SUBCONTRACTOR and their return to CH2M HILL. Any of the supplies or parts thereof, corrected or furnished in replacement under this Paragraph, shall also be subject to the terms of this Paragraph to the same extent as the supplies initially delivered. If replacement or correction is not completed promptly after notice of the defect or if a cure does not appear feasible, CH2M HILL shall have the right to either (i) obtain equivalent supplies or services from other sources (or to provide such supplies or services from internal sources) and to charge the cost thereof to SUBCONTRACTOR or (ii) demand a refund of the funds paid by CH2M HILL for the defective supplies or services. At the Buyer's request, SUBCONTRACTOR shall provide a schedule for completing any proposed cure for defective supplies or services. Failure to provide a schedule within ten (10) working days shall be deemed grounds for CH2M HILL to exercise its rights under the preceding sentence.

If SUBCONTRACTOR disputes CH2M HILL's warranty claim, SUBCONTRACTOR shall nevertheless proceed to correct or replace the defective supplies or services. In the event it is later determined that the supplies or services were not defective, CH2M HILL shall equitably adjust the amount paid or to be paid under the Subcontract to compensate SUBCONTRACTOR for the additional supplies or services provided, subject to offset for any conforming supplies returned by CH2M HILL.

SUBCONTRACTOR shall provide instructions for pick up or disposal of defective supplies. Notwithstanding the provision entitled "Notice of Completion and Final Acceptance" hereof, title to, and risk of loss of, defective supplies that are returned for replacement or refund shall revert to SUBCONTRACTOR upon notice of the defect. If SUBCONTRACTOR fails to furnish timely disposition instructions, CH2M HILL may dispose of the defective supplies for SUBCONTRACTOR's account in a reasonable manner. CH2M HILL is entitled to reimbursement from SUBCONTRACTOR, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the defective supplies, as well as for excess costs incurred or to be incurred as a result of the breach of warranty.

The rights and remedies of CH2M HILL provided in this paragraph are in addition to and do not limit any rights afforded to CH2M HILL by applicable law or any other term of this Subcontract.

Without limiting SUBCONTRACTOR's liability under the warranties set out above, SUBCONTRACTOR shall assign to CH2M HILL all manufacturer's warranties for supplies provided to CH2M HILL or other property acquired by SUBCONTRACTOR at CH2M HILL's expense to which CH2M HILL takes title under the provision entitled "Notice of Completion and Final Acceptance."

4.10 Non-Conformance Reports (NCRs)

Nonconformance Reports (NCRs) generated by SUBCONTRACTOR, sub-tier subcontractors and suppliers of items with the proposed disposition of "Use as is" or "Repair" shall be submitted for approval to CH2M HILL Design Authority, Engineering, and Quality Assurance before SUBCONTRACTOR initiates any remedial action on the nonconformance.

4.11 Price Anderson Amendment Act (PAAA)

4.11.1 As a government contractor in a nuclear facility, the CH2M HILL is subject to enforcement actions under 10 CFR 820, General Statement of Enforcement Policy, (Price Anderson Amendment Act). The enforcement actions require compliance with 10 CFR 820, Procedural Rules for DOE Nuclear Activities; 10 CFR 830, Nuclear Safety Management; 10 CFR 835, Occupational Radiation Protection; and 10 CFR 708, Contractor Employee Protection. Depending on the nature of the services being provided, suppliers and subcontractors may be subject to enforcement actions of these regulations.

The SUBCONTRACTOR shall provide right of access to CH2M HILL for the purpose of reviewing the Price Anderson Amendments Act (PAAA) Program and/or associated documentation.

The supplier/SUBCONTRACTOR shall assure flow down of these requirements to its lower-tier subcontractors of quality affecting items and/or services procured for work performed for this contract.

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4.11.2 During the period of performance of this Subcontract, the supplier/SUBCONTRACTOR shall provide to CH2M HILL copies of all documents that constitute reports of deficiencies, weaknesses, non-conformances, or non-compliances with established requirements related to items or services provided to CH2M HILL. Such documents may include:

- Occurrence Reports
- Nonconformance Reports
- Critique Information/Reports
- Investigation Reports
- Problem Evaluation Request (PER)
- Environmental Data Deficiency Evaluation Forms
- Internal/External Assessment/Surveillance/Audit Reports
- Employee Concerns associated with Nuclear Safety
- Any other document associated with a deficiency or non-compliance.

UNLESS

The supplier/subcontractor submits with its proposal to CH2M HILL for review and approval, a copy of its implementing procedure for Price Anderson Act Amendment (PAAA) compliance. In addition, during the period of performance of work for this purchase order/subcontract, the supplier/subcontractor shall submit to CH2M HILL copies of PAAA evaluations that have been determined to be non-compliances to any of the above 10 CFR requirements that are related to items or services provided to CH2M HILL.

4.12 Indemnification*

SUBCONTRACTOR agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents, and representatives, from and against:

4.12.1 Any claim, demand, cause of action, liability, loss or expense arising by reason of SUBCONTRACTOR's failure to comply with any law, ordinance, regulation, rule or order. This clause includes, but is not limited to, fines or penalties by Government authorities and claims arising from SUBCONTRACTOR's actual or asserted failure to pay taxes.

4.12.2 Any claim, demand, cause of action, liability, judgment or damages arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by SUBCONTRACTOR or its lower-tier subcontractors in performance of the Work. Should any goods or services provided by SUBCONTRACTOR become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, SUBCONTRACTOR shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.

4.12.3 Any claim, demand, cause of action, liability, judgment or damages arising from SUBCONTRACTOR's negligence or acts or omissions which results in injury to or death of persons (including employees of Buyer, the Government, SUBCONTRACTOR and SUBCONTRACTOR's lower-tier subcontractors) or results in damage to or loss of property (including the property of Buyer or the Government). SUBCONTRACTOR's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by SUBCONTRACTOR of construction equipment, tools, scaffolding of facilities furnished to SUBCONTRACTOR by Buyer or the Government.

4.12.4 Any claim, demand, cause of action, liability, judgment or damages arising out of any act or omission by SUBCONTRACTOR that results in contamination, pollution, or public or private nuisance.

4.12.5 SUBCONTRACTOR's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce SUBCONTRACTOR's indemnity obligations.

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4.12.6 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.

4.12.7 With respect to claims by employees of SUBCONTRACTOR or its lower-tier subcontractors, the indemnity obligations created under this clause shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for SUBCONTRACTOR, its lower-tier subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and SUBCONTRACTOR, specifically and knowingly, waives any limitation of liability arising from workers' compensation or such other acts or regulations.

4.13 Codes, Laws, and Regulations*

SUBCONTRACTOR shall comply strictly with local, municipal, state, federal and governmental laws, orders, codes, and regulations applicable to SUBCONTRACTOR's operations in the performance of the Work hereunder. Prior to offering the item or service for acceptance, the SUBCONTRACTOR shall verify and document that the item or service being furnished complies with the procurement requirements. Where required by code, regulation, or Subcontract requirement, documentary evidence that items conform to procurement documents shall be available at the facility site prior to installation or use.

SUBCONTRACTOR shall not, under any circumstances apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Subcontract or to the performance thereof, without CH2M HILL's prior written approval.

SUBCONTRACTOR shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the Work. SUBCONTRACTOR shall comply with all regulatory requirements applicable to the Work performed under this Subcontract and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements. "Hazardous waste" includes all substances, which are or may be identified as such in 40 CFR, Part 261 or other applicable laws or regulations. SUBCONTRACTOR shall submit to CH2M HILL material safety data sheets (OSHA Form 20) as required by applicable regulation. As an inducement to award of this Subcontract, SUBCONTRACTOR warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and, if necessary, obtain or arrange for, at its expense and in accordance with the terms of this Subcontract, all identification numbers, permits, applications, and other requirements in connection with the Work. SUBCONTRACTOR agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable jobsite storage limitations imposed by law, the Government or CH2M HILL, whichever shall be more restrictive. SUBCONTRACTOR further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR, Part 261, or other applicable laws, as amended. SUBCONTRACTOR agrees to take, at its expense all actions necessary to protect third parties, including without limitation, employees and agents of the Government and CH2M HILL from any exposure to, or hazards of, hazardous and/or toxic wastes or substances generated or utilized in SUBCONTRACTOR's operations. SUBCONTRACTOR agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify CH2M HILL of the same.

4.14 Foreign Ownership, Control, and Influence*

For purposes of this provision, a foreign interest is defined as any of the following:

- A foreign government or foreign government agency;
- Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- Any form of business enterprise organized or incorporated under the laws of the United States, or a State or other jurisdiction within the United States, which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- Any person who is not a United States citizen.

Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a subcontractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear, material as defined in 10 CFR Part 710, may result.

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The SUBCONTRACTOR shall immediately provide the Buyer written notice of any changes in the extent and nature of FOCI over the SUBCONTRACTOR, which would affect the SUBCONTRACTOR's status. Further, notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Buyer.

In those cases where a SUBCONTRACTOR has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Buyer shall consider proposals made by the SUBCONTRACTOR to avoid or mitigate foreign influences.

If the Buyer at any time determines that the SUBCONTRACTOR is, or is potentially, subject to FOCI, the SUBCONTRACTOR shall comply with such instructions as the Buyer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

The SUBCONTRACTOR agrees to insert terms that conform substantially to the language of this clause including this paragraph in all lower-tier subcontracts under this Subcontract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the SUBCONTRACTOR shall require such lower-tier subcontractors to submit a completed certification prior to award of a lower-tier subcontract. Information to be provided by a lower-tier subcontractor pursuant to this clause may be submitted directly to the Buyer.

Information submitted by the SUBCONTRACTOR or any affected lower-tier subcontractor as required pursuant to this clause shall be treated by CH2M HILL to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

The requirements of this provision are in addition to the requirement that a SUBCONTRACTOR obtain and retain the security clearances required by the contract. This provision shall not operate as a limitation on the DOE's rights, including its rights to terminate this contract.

The Buyer may terminate this contract for default either if the SUBCONTRACTOR fails to meet obligations imposed by this provision (e.g., provide the information required by this provision, comply with the Buyer's instructions about safeguarding classified information, or make this provision applicable to lower-tier subcontractors) or if, in the Buyer's judgment, the SUBCONTRACTOR creates an FOCI situation in order to avoid performance or a termination for default. The Buyer may terminate this contract for convenience if the SUBCONTRACTOR becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

4.15 Permits, Licenses, and Fees

SUBCONTRACTOR will obtain and pay for all applicable permits and licenses required by law that are associated with the Work.

4.16 Schedules, Progress Reports, and Coordination

The SUBCONTRACTOR must meet the schedule specified in the Scope of Work. When requested by CH2M HILL, SUBCONTRACTOR will prepare and submit to CH2M HILL a progress schedule identifying the completion of the Work outlined in this Subcontract, within the deadlines and milestones established herein.

During the progress of the Work, SUBCONTRACTOR will maintain material deliveries and employ sufficient workers and equipment to accomplish the Work in conformance with the submitted schedule or deadlines and milestones established.

If requested by CH2M HILL, SUBCONTRACTOR will forward to CH2M HILL a summary report of the progress of the various parts of the Work, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any. 3.8.4 If the completion of any part of the Work or the delivery of materials is behind schedule, SUBCONTRACTOR will submit in writing a plan for bringing the Work within the schedule. CH2M HILL may require that one or more of the following courses of action be taken by SUBCONTRACTOR to accelerate the schedule:

- Increase the working week to 6 or 7 days
- Increase the labor force
- Provide and utilize additional equipment
- Increase the working day to 10 hours or more.

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SUBCONTRACTOR will remain on such accelerated work schedule until such time as, in the opinion of CH2M HILL, the degree of completion of the Work complies with the original schedule. All extra costs of any accelerated work schedule will be borne by SUBCONTRACTOR.

Failure to comply with such an accelerated work schedule may result in no further monthly progress payments until such time as the degree of completion of the Work complies with the approved schedule or CH2M HILL has approved a revised schedule.

4.17 Hazardous or Toxic Substances

If the Work under this Subcontract involves hazardous or toxic substances, SUBCONTRACTOR will comply with all safety or training requirements promulgated by law or regulation.

4.18 Publicity*

SUBCONTRACTOR will not disclose the nature of its Work on this Subcontract or engage in any other publicity or public media disclosures with respect to this Subcontract without the prior written consent of CH2M HILL and the Government.

4.19 Inspection, Testing, and Quality Control

SUBCONTRACTOR shall inspect all materials, supplies, and equipment, which are to be incorporated in the Work. In addition, SUBCONTRACTOR shall conduct a continuous program of quality control for all Work. If required in the Subcontract Statement of Work, SUBCONTRACTOR's quality control program and inspection procedures for the foregoing may be required to be submitted to CH2M HILL for review. However, neither review nor acceptance of SUBCONTRACTOR's quality control program or inspection procedures shall relieve SUBCONTRACTOR of its obligation to conduct comprehensive inspections of the Work, to furnish materials, to perform acceptable Work, and to provide adequate safety precautions in conformance with this Subcontract.

Documents that furnish evidence of the quality of items and/or activities affecting quality are considered quality assurance records and shall be prepared and controlled in accordance with approved procedures. Submittal of these documents to CH2M HILL shall be accomplished as specified in the Statement of Work or other procurement documents.

The offering of the item is evidence of the SUBCONTRACTOR's verification that all procurement requirements have been satisfied.

SUBCONTRACTOR shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. CH2M HILL may require additional inspections and tests. SUBCONTRACTOR shall furnish CH2M HILL with satisfactory documentation of the results of all inspections and tests. CH2M HILL shall be given not less than five (5) working days notice of any tests to be made by SUBCONTRACTOR or SUBCONTRACTOR's lower-tier subcontractors in order that CH2M HILL may witness any such tests.

CH2M HILL and the Government, and their representatives, and others as may be required by applicable laws, ordinances, and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies, and equipment for the Work. SUBCONTRACTOR shall provide, or cause to be provided access and sufficient, safe, and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to SUBCONTRACTOR for such Work, materials or equipment shall prejudice the right of CH2M HILL or the Government.

If SUBCONTRACTOR covers any portion of the Work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by CH2M HILL, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by the SUBCONTRACTOR.

CH2M HILL may order reexamination of any Work. In the event of such reexamination, if any material, equipment or any part of the Work is determined by CH2M HILL to be defective, SUBCONTRACTOR shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Subcontract requirements upon such reexamination, CH2M HILL shall pay SUBCONTRACTOR the cost of uncovering and restoration.

Rejection by CH2M HILL of any or all parts of defective Work for failure to conform to this Subcontract shall be final and binding. Such rejected Work shall be promptly corrected or replaced by SUBCONTRACTOR at SUBCONTRACTOR's expense. If SUBCONTRACTOR fails to commence and diligently continue correction or replacement of such rejected Work

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immediately after receipt of written notice from CH2M HILL to correct or replace the rejected Work, CH2M HILL may, at its option, remove and replace the rejected Work and SUBCONTRACTOR shall promptly reimburse CH2M HILL for the costs of such removal and replacement of defective Work.

4.20 Suspension of Work*

Buyer may at any time, and from time to time, by written notice to SUBCONTRACTOR suspend further performance of all or any portion of the Work by SUBCONTRACTOR. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such suspensions shall not exceed one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, SUBCONTRACTOR shall promptly suspend further performance of the Work to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies, and equipment SUBCONTRACTOR has on hand for performance of the Work. Upon the request of Buyer, SUBCONTRACTOR shall promptly deliver to Buyer copies of outstanding Subcontracts of SUBCONTRACTOR, and shall take such action relative to such Subcontracts as may be directed by Buyer. SUBCONTRACTOR shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Buyer may at any time withdraw the suspension of performance of the Work as to all or part of the suspended Work by written notice to SUBCONTRACTOR specifying the effective date and scope of withdrawal, and SUBCONTRACTOR shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date of withdrawal. If SUBCONTRACTOR believes that any such suspension or withdrawal of suspension justifies modification of the Subcontract price or time of completion, SUBCONTRACTOR shall comply with the provisions of the procedure set forth in the "Changes" provision. SUBCONTRACTOR shall not be entitled to any prospective profits or any damages because of such suspension or withdrawals of suspension.

4.21 Performance and Payment Bonds

When required herein, SUBCONTRACTOR will furnish Performance and Payment Bonds, each in an amount equal to the total compensation under this Subcontract, as security for compliance with the provisions of this Subcontract. All bonds will remain in effect for at least a year after final payment and will be in a form and from a bonding company acceptable to CH2M HILL.

4.22 Reporting and Coordination

During the performance of Work, SUBCONTRACTOR shall submit to CH2M HILL periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by CH2M HILL. In the event SUBCONTRACTOR's performance of the Work is not in compliance with the schedule established for such performance, CH2M HILL may, in writing, require the SUBCONTRACTOR to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. The SUBCONTRACTOR shall thereupon take such steps as may be directed by CH2M HILL or otherwise necessary to improve its progress without additional cost to CH2M HILL.

If any part of SUBCONTRACTOR's Work is dependent upon the quality and/or completeness of work performed under another Subcontract, SUBCONTRACTOR shall inspect such other work and promptly report to CH2M HILL any defects therein which render such work unsuitable for the proper execution of the Work under this Subcontract. Failure to make such inspections or to report any such defects to CH2M HILL shall constitute SUBCONTRACTOR's acceptance of such other work as suitable to receive SUBCONTRACTOR's Work; provided however, that SUBCONTRACTOR shall not be responsible for defects that could not have reasonably been detected.

4.23 Suspect and Counterfeit Items*

CH2M HILL reserves the right to question and/or require SUBCONTRACTOR to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the SUBCONTRACTOR under this Subcontract. The SUBCONTRACTOR shall establish and implement appropriate measures to prevent the procurement and incorporation of suspect and counterfeit parts into the deliverable for this subcontract. In addition, the SUBCONTRACTOR shall report the discovery of suspect and counterfeit items in sufficient details to establish all circumstances relative to the occurrence.

Any items furnished as part of this Subcontract and which have been previously found by CH2M HILL, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed,

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without more proof, to be subject to the above requirement of further proof or certification. CH2M HILL also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on components determined to be counterfeit shall be recovered by CH2M HILL from SUBCONTRACTOR.

SUBCONTRACTOR further guarantees Buyer that all materials, equipment, and supplies furnished by SUBCONTRACTOR for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract.

4.24 Acquisition of Real Property

Notwithstanding any other provision of this Subcontract, the SUBCONTRACTOR will obtain prior approval from the CH2M HILL Procurement Representative when, in performance of this Subcontract, the SUBCONTRACTOR acquires or proposes to acquire use of real property by lease when the Government will ultimately assume the liability for, or will otherwise pay for the obligation under the lease as a reimbursable Subcontract cost.

4.25 Management of SUBCONTRACTOR-Held Government-Owned Property*

This provision applies only if Government-furnished property is specifically identified elsewhere in the Subcontract.

SUBCONTRACTORS shall establish and maintain a system for the management of Government-owned personal property. As a minimum, the management system shall provide for the following:

- Adequate records.
- Controls over acquisitions.
- Identification as Government-owned personal property.
- Physical inventories.
- Proper care, maintenance, and protection.
- Controls over personal property requiring special handling (i.e., nuclear-related, proliferation-sensitive, hazardous, or contaminated property).
- Reporting, redistribution, and disposal of excess and surplus personal property.
- Accounting for personal property that is lost, damaged, destroyed, stolen, abandoned, or worn out.
- Periodic reports, including physical inventory results and total acquisition cost of Government property.
- An internal surveillance program, including periodic reviews, to ensure that personal property is being managed in accordance with established procedures.

4.26 Excusable Delays

In the event SUBCONTRACTOR or Buyer is delayed in performing any of their respective obligations in this Subcontract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay will be excused and the period of such delay will be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligation is expressly stated in this Subcontract to be guaranteed. In the event any delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay.

SUBCONTRACTOR shall, within five (5) working days of the commencement of any delay, give to Buyer written notice thereof and of the anticipated effects thereof. Within two (2) working days of the termination of any delay, SUBCONTRACTOR shall file a written notice with Buyer specifying the actual duration of the delay. If Buyer determines that a delay was beyond the control and without the fault or negligence of SUBCONTRACTOR, Buyer shall determine the duration of the delay and shall extend the time of performance of this Subcontract thereby.

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SUBCONTRACTOR shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature, and extension of time shall constitute the sole liability of Buyer and SUBCONTRACTOR's sole remedy for delays.

4.27 Possession Prior To Completion

Buyer and/or the Government shall have the right to move into SUBCONTRACTOR's working and storage areas and the right to take possession of or use any completed or partially completed part of SUBCONTRACTOR's Work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desire to exercise the foregoing right, Buyer will so notify SUBCONTRACTOR in writing. Such possession or use shall not constitute acceptance of SUBCONTRACTOR's Work.

ARTICLE 5.0 OBLIGATIONS OF CH2M HILL

5.1 Changes

CH2M HILL may, by written order, make changes, revisions, additions, and deletions (collectively hereinafter called "changes") in the Work. SUBCONTRACTOR will not proceed with any proposed changes unless notified to proceed in writing by CH2M HILL.

Nothing herein will be construed as relieving SUBCONTRACTOR of its obligations to perform the Work, including without limitation the failure of the parties to agree upon SUBCONTRACTOR's entitlement to, or the amount of, any adjustment in time or compensation.

Any claim by SUBCONTRACTOR for an adjustment under this Article must be asserted in writing, fully supported by factual information, to CH2M HILL within 30 days from the date of receipt by SUBCONTRACTOR of the written change authorization from CH2M HILL or within such extension of that 30-day period as CH2M HILL, in its sole discretion, may grant in writing at SUBCONTRACTOR's request prior to expiration of said period.

If the Work is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

5.2 Observation of the Work

CH2M HILL reserves the right to inspect or otherwise evaluate the Work during the various stages to observe the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the intent of this Subcontract. CH2M HILL will not be required to make comprehensive or continuous inspections to check quality or quantity of the Work. Visits and observations made by CH2M HILL will not relieve SUBCONTRACTOR of its obligation to conduct comprehensive inspections of the Work, to furnish materials, to perform acceptable Work, and to provide adequate safety precautions in conformance with this Subcontract.

ARTICLE 6.0 - GENERAL LEGAL PROVISIONS

6.1 Confidential and Proprietary Information

CH2M HILL possesses information of a confidential and proprietary nature about businesses, products, services, and processes of CH2M HILL and the Government. This information, which relates to designs, technical experience, classified information, software, processing systems, databases, financial and other data, intellectual property including trade secrets, customers and vendors, personnel records, research, development, inventions, construction plans, manufacturing, engineering, accounting, bid data, sales and marketing including Subcontract terms, and any information generated pursuant to Work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset of considerable value to CH2M HILL and the Government. SUBCONTRACTOR shall use such Confidential Information only for the purpose of performing Work in accordance with the Subcontract and not disclose such Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of CH2M HILL or the Government, as appropriate. SUBCONTRACTOR further shall make all reasonable efforts to require its employees and any others, including lower-tier subcontractors, to maintain such Confidential Information in strictest confidence.

Confidential information shall not include the following:

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- Information that is acquired by SUBCONTRACTOR from others who have no confidential commitment to CH2M HILL or the Government; or
- Information that is part of the public domain or becomes, without fault or participation of SUBCONTRACTOR, part of the public domain, by publication or otherwise; or
- Information that is in SUBCONTRACTOR's possession prior to CH2M HILL's or the Government's disclosure to it; or
- Information that is developed independently by SUBCONTRACTOR; or
- Information that is required to be publicly disclosed under operation of law, for which SUBCONTRACTOR will provide at least five (5) days notice to CH2M HILL or the Government, as appropriate, before disclosure.

All drawings, specifications, prints, financial and other data, and any other written or electronically encoded materials (collectively, 'Documentation') furnished by CH2M HILL and the Government to SUBCONTRACTOR shall remain CH2M HILL's property. In addition, all Documentation developed by SUBCONTRACTOR in the performance of Work in accordance with the Subcontract shall become CH2M HILL's property. Upon completion of Work, SUBCONTRACTOR shall either destroy or return such Documentation and any other Confidential Information reduced to tangible or electronic form, including copies thereof, to CH2M HILL unless CH2M HILL consents to otherwise.

Nothing contained in the Subcontract, or in any disclaimer made by CH2M HILL or the Government, shall be construed to grant SUBCONTRACTOR any license or other rights in or to disclosed Confidential Information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.

6.2 Assignment

SUBCONTRACTOR shall not assign any of the duties or rights or any claim arising out of or related to this Subcontract, whether arising in tort, Subcontract or otherwise, without the written consent of CH2M HILL. Any unauthorized assignment is void and unenforceable. These conditions and the entire Subcontract are binding on the heirs, successors, and assigns of the SUBCONTRACTOR.

CH2M HILL may assign this Subcontract, in whole or in part to the U. S. Department of Energy (DOE) or to such party as the DOE may designate to perform CH2M HILL's obligations hereunder. Upon receipt by SUBCONTRACTOR of written notice that the DOE or a party so designated by the DOE or CH2M HILL has accepted an assignment of this Subcontract, CH2M HILL shall be relieved of all responsibility hereunder and SUBCONTRACTOR shall thereafter look solely to such assignee for performance of CH2M HILL's obligations.

6.3 Termination

6.3.1 Termination for Convenience

Termination for Convenience of CH2M HILL CH2M HILL may terminate all or part of this Subcontract for its convenience. In such event, SUBCONTRACTOR will be entitled to compensation for Work performed up to the date of termination and reasonable termination expenses as determined within the discretion of CH2M HILL. SUBCONTRACTOR will not be entitled to compensation or profit on Work not performed.

6.3.2 Termination for Default

CH2M HILL may, by written notice, terminate the whole or any part of this Subcontract for default in the event that SUBCONTRACTOR fails to perform any of the provisions of this Subcontract, or fails to make progress as to endanger performance of this Subcontract in accordance with its terms, or, in the opinion of CH2M HILL, becomes financially or legally incapable of completing the Work and does not correct such to CH2M HILL's reasonable satisfaction within a period of 7 days after receipt of notice from CH2M HILL specifying such failure. If, after notice of termination, it is determined for any reason that SUBCONTRACTOR was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to "TERMINATION FOR CONVENIENCE OF CH2M HILL." In the event of termination for default, SUBCONTRACTOR will not be entitled to termination expenses.

Regardless of the cause of termination, the SUBCONTRACTOR shall deliver to CH2M HILL legible copies of all completed or partially completed work products and instruments of service and all materials and equipment previously paid for by CH2M HILL.

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In no case shall termination for any cause constitute a claim for consequential damages or damages based on loss of anticipated profits.

The rights and remedies of CH2M HILL provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this Subcontract.

6.4 Governing Law

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Subcontracts as enunciated and applied by Federal judicial bodies, Boards of Subcontract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Subcontracts is not dispositive, the law of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

6.5 Severability and Survival

If any of the provisions contained in this Subcontract are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be affected or impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Subcontract for any cause.

6.6 Force Majeure

Neither party to this Subcontract will be liable to the other party for delays in performing the Work, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. CH2M HILL will adjust the schedule and compensation under this Subcontract to the extent that CH2M HILL's schedule and compensation are equitably adjusted by Government.

6.7 Authorization to Proceed

Execution of this Subcontract by CH2M HILL will be authorization for SUBCONTRACTOR to proceed with the Work unless otherwise provided for in this Subcontract.

6.8 No Third-Party Beneficiaries

This Subcontract gives no rights or benefits to anyone other than SUBCONTRACTOR and CH2M HILL, and has no third-party beneficiaries.

6.9 Work

The word "Work" will include all material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the Scope of Work, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system.

6.10 Arbitration

In the event that CH2M HILL is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, SUBCONTRACTOR agrees to join in such arbitration proceeding as CH2M HILL may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

6.11 Disputes

In the event that the parties cannot, through reasoned negotiations, reach agreement on any issue arising out of the Subcontract, the issue will be considered a dispute and shall be resolved in accordance with the following:

If efforts at resolution through good faith discussions and/or negotiations fail to resolve the dispute, the parties agree that before taking any other action, they will consider the use of Alternate Dispute Resolution (ADR). In the event that non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Richland, Washington, unless otherwise agreed in writing by the parties. The rules for mediation or arbitration and the selection of the arbitrator shall be determined by mutual

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agreement of the parties. The mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs.

In the event ADR fails or is not used, primary jurisdiction for the resolution of any claim arising under this Subcontract shall reside in the United States Federal District Court for the Eastern District of Washington. If the requirements for jurisdiction in the United States District Court are not met, the litigation shall be brought in a Court of competent jurisdiction in Benton County, Washington. This Subcontract shall be enforced and interpreted, irrespective of the place of performance, in accordance with the Federal law of government contracts. To the extent that Federal law is not dispositive of an issue, the laws of the State of Washington shall be applied.

Unless otherwise directed in writing by CH2M HILL, SUBCONTRACTOR shall proceed diligently with the performance of the Subcontract pending final resolution of the dispute.

6.12 Validity of Provisions

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

6.13 Waiver

CH2M HILL's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by CH2M HILL shall be valid unless such waiver is in writing, signed by CH2M HILL, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

6.14 Gratuities

The SUBCONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of CH2M HILL or the Government, gifts, entertainment, payments, loans or other gratuities to influence the award of a Subcontract or obtain favorable treatment under a Subcontract.

Violation of this clause may be deemed by CH2M HILL to be a material breach of this Subcontract and any other Subcontract with CH2M HILL and subject all Subcontracts with SUBCONTRACTOR to Termination for Default, as well as any other remedies at law or in equity.

6.15 Interpretation

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

ARTICLE 7.0 SUPPLEMENTAL TERMS AND CONDITIONS

General Intent. This Agreement is subject to the terms and conditions of CH2M HILL's Prime Contract Number DE-AC27-99RL14047. The general intent of these provisions is to incorporate into the purchase order or Subcontract all required Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) flow down contract clauses, and any other state or federally-mandated contract clauses, which are required to be so incorporated either by the FAR, DEAR, CH2M HILL's Prime Contract or applicable state or federal law.

Substitution of the Parties. Wherever required to make any FAR, DEAR, or Prime Contract clause incorporated herein to be meaningful, the term "Contractor" shall be read "Subcontractor," and the term "Government" or "Contracting Officer" shall be read "CH2M HILL" with the exception of DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (June 1996).

Specific Incorporated Clauses. Without in any way limiting the FAR, DEAR, or Prime Contract clauses to be incorporated herein, the following FAR and DEAR Contract Clauses are hereby specifically incorporated herein by reference with the same force and effect as if they were given in full text.

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7.1 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses and Department of Energy Acquisition Regulation (48 CFR Chapter 9) Clauses

Applicable to all orders:

1. FAR 52.201 Definitions (Dec 2001) (As Supplemented by DEAR 952.202-1)
2. FAR 52.211-5 Material Requirements (Oct 1997)
3. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) (Alternate I – Jul 1995)
4. FAR 52.223-5 Pollution Prevention and Right-To-Know Information (Apr 1998)
5. FAR 52.224-1 Privacy Act Notification (Apr 1984)
6. FAR 52.224-2 Privacy Act (Apr 1984)
7. FAR 52.225-13 Restrictions on Certain Foreign Purchases (Jul 2000)*
8. FAR 52.227-14 Rights in Data – General (Modified per DEAR 927.409(a)) (Jun 1987) (Alternate V)
9. FAR 52.227-16 Additional Data Requirements (Jun 1987)
10. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)
11. FAR 52.245-2 Government Property (Fixed-Price Subcontracts) (Dec 1989)
12. FAR 52.246-2 Inspection of Supplies (Aug 1996)
13. DEAR 952.204-2 Security (May 2002)*
14. DEAR 952.204-70 Classification/Declassification (Sep 1997)*
15. DEAR 952.208-70 Printing (Apr 1984)*
16. DEAR 952.217-70 Acquisition of Real Property (Apr 1984)
17. DEAR 952.227-9 Refund of Royalties (Feb 1995)*
18. DEAR 952.227-11 Patent Rights – Retention by the Subcontractor (Short Form) (Feb 1995)*
19. DEAR 952.227-13 Patent Rights – Acquisition by the Government (Sep 1997)*
20. DEAR 952.247-70 Foreign Travel (Dec 2000)*
21. DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (Jun 1996)*
22. DEAR 952.5204-1 Counterintelligence (Dec 2000)*
23. DEAR 970.5215-4 Cost Reduction (Dec 2000)*
24. DEAR 970.5227-1 Rights in Data – Facilities (Dec 2000)*
25. DEAR 970.5227-8 Refund of Royalties (Dec 2000)*
26. DEAR 970.5229-1 State and Local Taxes (Dec 2000)
27. DEAR 970.5232-3 Accounts, Records, and Inspection (Dec 2000)*

Applicable to all orders over \$2,500:

28. FAR 52.222-3 Convict Labor (Aug 1996)

Applicable to all orders over \$10,000:

29. FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999)*
30. FAR 52.222-26 Equal Opportunity (Feb 1999)*
31. FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)*
32. FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)*
33. FAR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)*

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34. FAR 52.222-20 Walsh-Healey Public Subcontracts Act (Dec 1996)*

Applicable to all orders over \$25,000:

35. FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)

Applicable to all orders over \$100,000:

- 36. FAR 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 37. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)*
- 38. FAR 52.203-7 Anti-Kickback Procedures (Jul 1995)*
- 39. FAR 52.203-8 Cancellation, Rescission, and Funds (Oct 1997)*
- 40. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
- 41. FAR 52.215-2 Audit and Records-Negotiation (Jun 1999)*
- 42. FAR 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (Sep 2000)
- 43. FAR 52.223-14 Toxic Chemical Release Reporting (Oct 2000) *
- 44. FAR 52.227-1 Authorization and Consent (Jul 1995)*
- 45. FAR 52.227-2 Notice and Assistance Concerning Patent and Copyright Infringement (Aug 1996)*
- 46. FAR 52.242-13 Bankruptcy (Jul 1995)
- 47. DEAR 952.209-72 Organizational Conflicts of Interest (Jun 1997) – Alternate I
- 48. DEAR 970.5227-4 Authorization and Consent (Aug 2002)*
- 49. DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002)*

Applicable to all orders over \$500,000:

- 50. 52.219-9 Small Business Subcontracting Plan (Oct 2000) (Small Business Exempted)
- 51. FAR 52.230-2 Cost Accounting Standards (Apr 1998) (Small Business Exempted)*
- 52. FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Apr 1998) (Small Business Exempted)*
- 53. FAR 52.230-6 Administration of Cost Accounting Standard (Nov 1999) (Small Business Exempted)*
- 54. DEAR 952.226-74 Displaced Employee Hiring Preference (Jun 1997)*
- 55. DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)

Applicable to all orders over \$550,000:

- 56. FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997)*
- 57. FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modification (Oct 1997)*
- 58. FAR 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)*
- 59. FAR 52.215-13 Subcontractor Cost or Pricing Data-Modification (Oct 1997)*
- 60. FAR 52.215-15 Pension Adjustments and Asset Reversions (Dec 1998)*
- 61. FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)*
- 62. FAR 52.215-19 Notification of Ownership Changes (Oct 1997)*